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December 17, 2013

Department of the Navy
Office of the Chief of Naval Operations (DNS 36)
2000 Navy Pentagon
Washington DC 20350-2000
POC: FOIA Requester Service Center

Dept Of the Navy (OPNAV) PA/FOIA Policy Office
Freedom Of Information/Privacy Act Request

Date Received: 2/20/14 Statutory due date: 4/03/14
DON PA/FOIA/consult Tracking Number: 2014-004901
Acknowledgement date: 4-15-14

Re: Freedom of Information Act Request for Information

Dear FOIA Officer:

This is a request for information pursuant to Freedom of Information Act 5 U.S.C. Section 552 *et seq.*

My client, NuStar Terminals Operations Partnership L.P. ("NuStar"), supplies jet fuel to various governmental entities on Joint Base Andrews, Maryland ("JBA"). NuStar delivers fuel via an 8-inch jet fuel line and supporting infrastructure (the "Jet Fuel Line"), which extends west from JBA to the U.S. Navy's pier/docking facility and appurtenant pump station property (the "Navy Property"), located on the east bank of the Anacostia River, immediately south of the Frederick Douglas/ Southeast Capital Bridge. See Aerial Photo, attached as Exhibit "A". The Jet Fuel Line is located on the Navy Property, pursuant to a Dept. of Navy General Purpose Lease (Contract No. N62477-02-RP-0062 LO-0019). See Exhibit "B".

On behalf of NuStar, I am requesting copies of all documents, including correspondence, land records, plans, easements etc. in your agency's possession, related to the installation, construction, maintenance, improvement or operation of the Jet Fuel Line on the Navy Property.

To assist you in preparing a response to this request, including any calculation of fees, you should know that NuStar is a commercial enterprise which is seeking this information for both its own purposes and to further the public interest in ensuring adequate supporting infrastructure and continuous jet fuel supply to government activities on JBA. NuStar is willing to pay fees for this request up to a maximum of \$200.00. If you estimate that the fees associated with responding to this request will exceed that limit, please inform me first.

December 17, 2013
Page 2

Thank you for your assistance with this request. Please contact me with any questions or if you require any additional information in order to comply with this information request.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a final horizontal stroke.

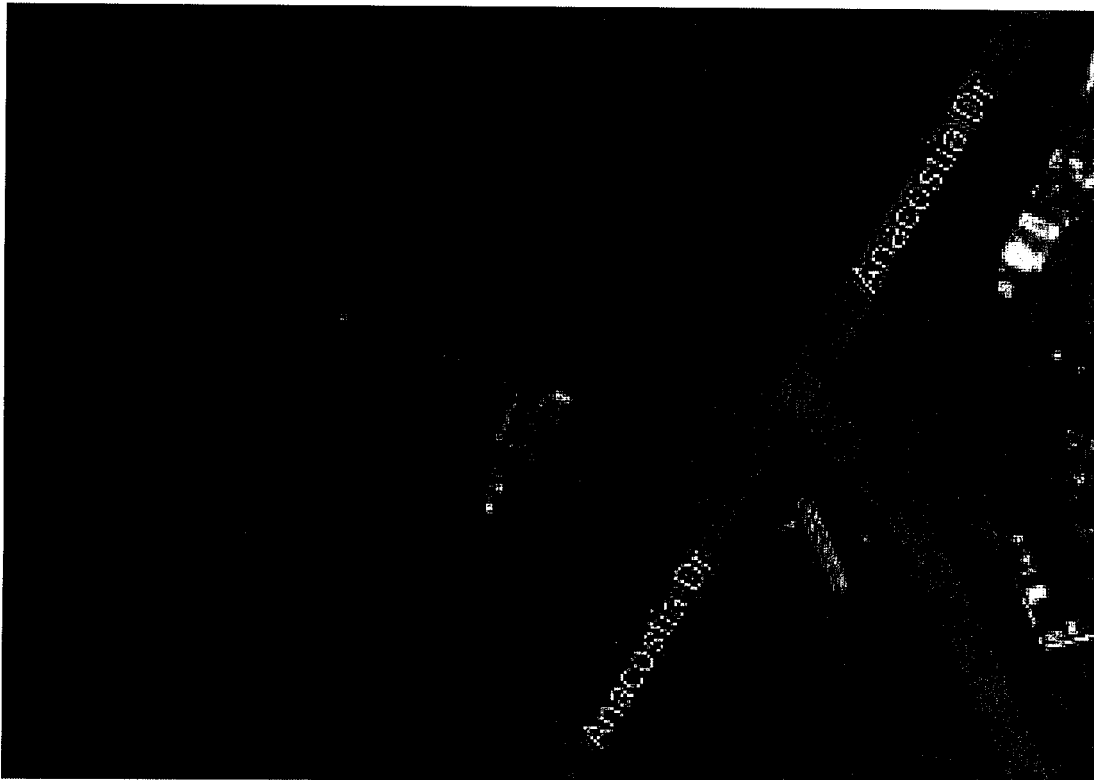
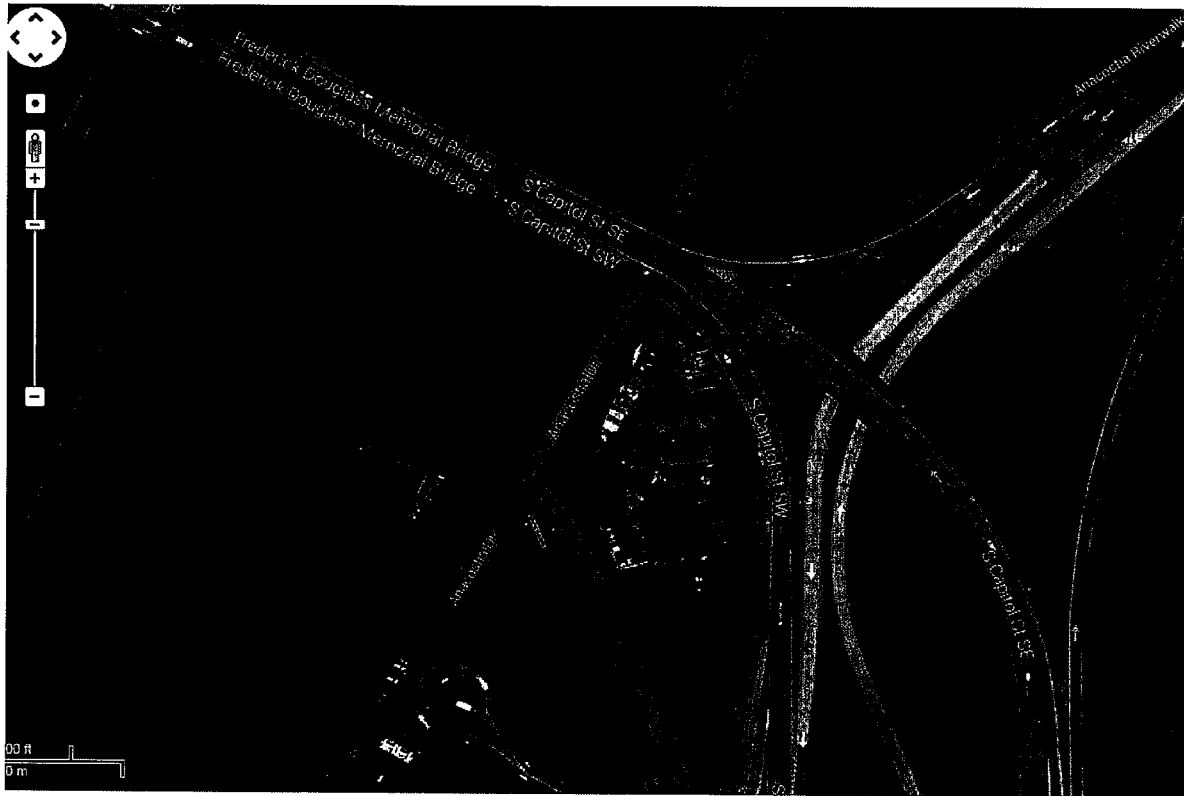
Mark M. Viani

MMV/jmm
Enclosures

cc: Ingrid Etienne, Esq., Senior Counsel, NuStar
Kendall Purgason, NuStar

53005687_1.DOCX

Navy Pier/Property



EXHIBIT

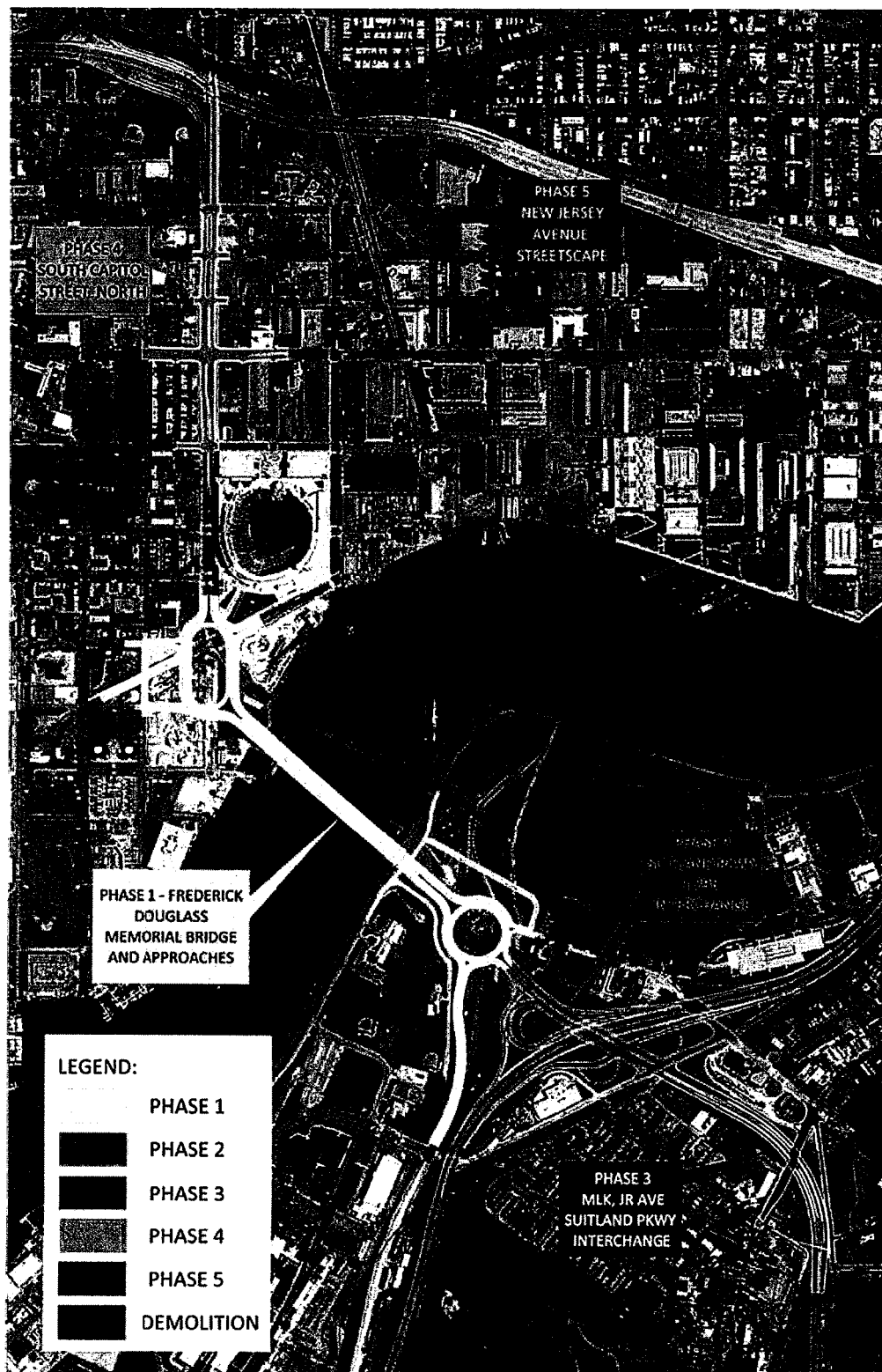
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A

Figure 1.2: South Capitol Street Corridor Project Area



Figure 1.1: South Capitol Street Corridor Phasing Plan



NAVY PIER

**DEPARTMENT OF THE NAVY
GENERAL PURPOSE LEASE**

PART I

Contract Number N62477-02-RP-0062 LO-0019

LEASE between Support Terminals Operating Partnership, L.P., hereinafter called the "LESSEE" or "Contractor", and the United States of America, acting by and through the Department of the Navy, represented by the Commanding Officer, Engineering Field Activity-Chesapeake, Naval Facilities Engineering Command, Washington, DC, hereinafter called the "GOVERNMENT" consisting of this Part I, the General Provisions of Part II of General Purpose Lease, attached hereto and made a part hereof, and such special provisions as are incorporated by Article 8 of this Part I.

WHEREAS, 10 U.S.C. 2667 authorizes the outlease of this real property under such terms as the Secretary of the Navy deems appropriate,

NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, GOVERNMENT and LESSEE hereby agree as follows:

1. LEASED PROPERTY: Under the terms and conditions of this Lease, the GOVERNMENT hereby leases to the LESSEE that portion of the Naval Station Anacostia, Washington, DC hereinafter called the "Leased Property" and described as follows:

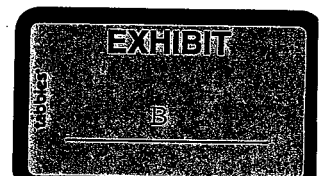
A parcel of land 66 feet by 78 feet, the approximate location of which is shown on Exhibit A and more fully depicted on Exhibit B, both of which are attached hereto and made a part hereof, together with all improvements thereon and appurtenances thereunto belonging; together with rights of ingress and egress and the right, in common with others, to use all the supporting facilities, roadways, and/or railroad tracks serving the leased property to the extent necessary to enable LESSEE to use same for the purposes of this lease.

The LESSEE has inspected and accepted the Leased Property in an as is condition. The LESSEE and the GOVERNMENT acknowledge that they each know the condition of the property by virtue of LESSEE's prior and current use.

2. TERM: The term of this Lease shall begin on **1 September 2002** and end on **31 August 2007**, unless sooner terminated in accordance with the provisions of Article F or G of Part II hereof. The GOVERNMENT shall have the right to terminate the Lease, in whole or in part, without prior notice, in the event of nonperformance, national emergency, base closure, national defense, or if the property becomes excess to the needs of the Department of Defense. In the event LESSEE terminates the Lease, any and all improvements become the property of the GOVERNMENT. LESSEE shall have the right to terminate the Lease by providing **one hundred eighty (180) days written notice** to the GOVERNMENT.

3. CONSIDERATION: See Addendum I, Clause 1

4. USE: The sole purpose for which LESSEE shall use the Leased Property, in the absence of prior written approval of the GOVERNMENT for any other use, is operation, maintenance, and repair of a fuel pipeline and necessary appurtenances thereto, including a pumping station, together with the right to attach, maintain, and operate a pier and mooring facilities.



5. INSURANCE: The initial minimum amounts and types of insurance which LESSEE shall procure and maintain on the leased property in accordance with the provisions of Article C of Part II hereof are the following:

Fire & Extended Coverage	Other Risks (Specify) Type: \$ Type: \$
Liability	
Bodily Injury \$100,000.00 per person \$300,000.00 per accident	Property Damage \$50,000.00 per accident

6. SPECIAL PROVISIONS: There are hereby incorporated into this lease, by attachment hereto, the following specified additional provisions which shall be controlling in the event of any conflict with the General Provisions of Part II of this Lease:

See Addendum I, hereby incorporated by reference, attached hereto and made a part hereof, for additional conditions and provisions.

7. All terms and conditions with respect to this Lease are expressly contained herein and the LESSEE agrees that no representative or agent of the GOVERNMENT has made any representation or promise with respect thereto not expressly contained herein.

8. The parties herein agree that nothing contained herein nor in any prior agreements between the LESSEE and the GOVERNMENT be deemed or construed by the parties hereto or by any third party as creating or authorizing the creation of any partnership or joint venture between the GOVERNMENT and the LESSEE. It is understood and agreed that no provision of this Lease, nor any act of the GOVERNMENT or the LESSEE hereafter, shall be deemed to create any relationship between the GOVERNMENT and the LESSEE other than the relationship of tenant and landlord.

NAVY PIER

**DEPARTMENT OF THE NAVY
GENERAL PURPOSE LEASE**

PART I

Contract Number N62477-02-RP-0062 LO-0019

LEASE between Support Terminals Operating Partnership, L.P., hereinafter called the "LESSEE" or "Contractor", and the United States of America, acting by and through the Department of the Navy, represented by the Commanding Officer, Engineering Field Activity-Chesapeake, Naval Facilities Engineering Command, Washington, DC, hereinafter called the "GOVERNMENT" consisting of this Part I, the General Provisions of Part II of General Purpose Lease, attached hereto and made a part hereof, and such special provisions as are incorporated by Article 8 of this Part I.

WHEREAS, 10 U.S.C. 2667 authorizes the outlease of this real property under such terms as the Secretary of the Navy deems appropriate,

NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, GOVERNMENT and LESSEE hereby agree as follows:

1. LEASED PROPERTY: Under the terms and conditions of this Lease, the GOVERNMENT hereby leases to the LESSEE that portion of the Naval Station Anacostia, Washington, DC hereinafter called the "Leased Property" and described as follows:

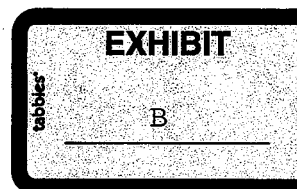
A parcel of land 66 feet by 78 feet, the approximate location of which is shown on Exhibit A and more fully depicted on Exhibit B, both of which are attached hereto and made a part hereof, together with all improvements thereon and appurtenances thereunto belonging; together with rights of ingress and egress and the right, in common with others, to use all the supporting facilities, roadways, and/or railroad tracks serving the leased property to the extent necessary to enable LESSEE to use same for the purposes of this lease.

The LESSEE has inspected and accepted the Leased Property in an as is condition. The LESSEE and the GOVERNMENT acknowledge that they each know the condition of the property by virtue of LESSEE's prior and current use.

2. TERM: The term of this Lease shall begin on 1 September 2002 and end on 31 August 2007, unless sooner terminated in accordance with the provisions of Article F or G of Part II hereof. The GOVERNMENT shall have the right to terminate the Lease, in whole or in part, without prior notice, in the event of nonperformance, national emergency, base closure, national defense, or if the property becomes excess to the needs of the Department of Defense. In the event LESSEE terminates the Lease, any and all improvements become the property of the GOVERNMENT. LESSEE shall have the right to terminate the Lease by providing **one hundred eighty (180) days written notice** to the GOVERNMENT.

3. CONSIDERATION: See Addendum I, Clause 1

4. USE: The sole purpose for which LESSEE shall use the Leased Property, in the absence of prior written approval of the GOVERNMENT for any other use, is operation, maintenance, and repair of a fuel pipeline and necessary appurtenances thereto, including a pumping station, together with the right to attach, maintain, and operate a pier and mooring facilities.



9. EXECUTION BY LESSEE

Name of LESSEE: SUPPORT TERMINALS OPERATING PARTNERSHIP, L.P.

By

Alan Zucelay
(Signature)
Sr. Vice President
(Title)

[Signature]
(Witness)
July 24, 2002
(Date)

10. For Corporate LESSEE, Certification by Secretary or Assistant Secretary of the Corporation

I certify that the person who signed this lease on behalf of LESSEE was then the Officer indicated and this agreement was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate
Seal)

Linda L Cook
(Signature)
Asst Secretary
(Title)

11. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT

THE UNITED STATES OF AMERICA

By

James M. Maffey
(Contracting Officer)

8/6/02
(Date)

[Signature]
(Witness)

13. NAVY IDENTIFICATION DATA

Name & Address of Activity Naval Station Anacostia Washington, DC 20374	Activity's Representative/Title & Address Patton Boggs LLP Attn: James N. Schwarz 8484 Westpark Drive, Suite 900 McLean, VA 22102
Address of LESSEE Support Terminal Operating Partnership, L. P. 17304 Preston Road, Suite 1000 Dallas, Texas 75252	Government Representative & Address Real Estate Contracting Officer Engineering Field Activity-Chesapeake 1314 Harwood St., SE, Bldg. 212 Washington, DC 20374

**DEPARTMENT OF THE NAVY
GENERAL PURPOSE LEASE**

**PART II
GENERAL PROVISIONS**

<p style="text-align:center">Contract Number N6247702-RP-0062 LO-0019</p>

A. GENERAL MAINTENANCE OBLIGATION

LESSEE, at its own expense, shall so protect, preserve, maintain, and repair the Leased Property, that the same will at all times be kept in at least as good condition as when received hereunder subject, however, to ordinary wear and tear and loss or damage for which LESSEE is not liable hereunder.

B. RISK OF LOSS-INSURANCE

(1) LESSEE shall bear all risk of loss of or damage to the Leased Property arising from any cause whatsoever, with or without fault by LESSEE; Provided, however, that LESSEE'S liability for any loss or damage resulting from risks expressly required to be insured against under the Lease shall not exceed the amount of insurance so required or the amount actually procured and maintained, whichever shall be the greater; Provided, further, that maintenance of the required insurance shall effect no limitation on LESSEE'S liability with respect to any loss or damage resulting from the willful misconduct, lack of good faith, or negligence of LESSEE or any of its officers, agents, servants, employees, subtenants, licensees, or invitees.

(2) LESSEE shall procure and maintain, at its own expense, insurance on the Leased Property in such initial amounts and types as may exceed, but shall not be less than, the minimum amounts and types specified in Article 6 of Part I hereof. However, LESSEE shall provide, maintain, change, or discontinue such insurance as the Government Representative may from time to time require and direct; Provided, LESSEE'S liability for loss of or damage to the Leased Property is modified accordingly.

(3) All insurance which this Lease requires LESSEE to carry on the Leased Property shall be in such form, for such amounts, for such periods of time and with such insurers as the GOVERNMENT may from time to time require or approve. Each policy of insurance shall contain a provision for thirty (30) days written notice to the Government Representative prior to the making of any material change in or the cancellation of the policy. LESSEE shall deliver promptly to the Government Representative a certificate of insurance or a certified copy of each policy of insurance required by this Lease and shall also deliver to him, no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks. All insurance required or carried by LESSEE on any of the Leased Property shall be for the protection of the GOVERNMENT and LESSEE against their respective risks and liabilities in connection with the Leased Property. Each policy of insurance shall name both LESSEE and the United States of America (Department of the Navy) as the insured, and each policy of insurance against loss of or damage to the Leased Property shall contain a loss payable clause reading as follows:

"Loss, if any, under this policy shall be adjusted with LESSEE and the proceeds, at the election of the GOVERNMENT, shall be payable to LESSEE; any proceeds not paid to LESSEE shall be payable to the Treasurer of the United States."

9. EXECUTION BY LESSEE

Name of LESSEE: SUPPORT TERMINALS OPERATING PARTNERSHIP, L.P.

By

Alan Zucelay
(Signature)
Sr. Vice President
(Title)

[Signature]
(Witness)
July 24, 2002
(Date)

10. For Corporate LESSEE, Certification by Secretary or Assistant Secretary of the Corporation

I certify that the person who signed this lease on behalf of LESSEE was then the Officer indicated and this agreement was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate
Seal)

Linda L Cook
(Signature)
Asst Secretary
(Title)

11. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT

THE UNITED STATES OF AMERICA

By

James M. Maitley
(Contracting Officer)

8/6/02
(Date)

[Signature]
(Witness)

13. NAVY IDENTIFICATION DATA

Name & Address of Activity Naval Station Anacostia Washington, DC 20374	Activity's Representative/Title & Address Patton Boggs LLP Attn: James N. Schwarz 8484 Westpark Drive, Suite 900 McLean, VA 22102
Address of LESSEE Support Terminal Operating Partnership, L. P. 17304 Preston Road, Suite 1000 Dallas, Texas 75252	Government Representative & Address Real Estate Contracting Officer Engineering Field Activity-Chesapeake 1314 Harwood St., SE, Bldg. 212 Washington, DC 20374

(4) In the event that any item or part of the Leased Property shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed by LESSEE under paragraph (1) of this Article, LESSEE shall promptly give notice thereof to the Government Representative and, to the extent of its liability as provided in paragraph (1) hereof, shall, upon demand, either compensate the GOVERNMENT for such loss or damage, or rebuild, replace, or repair the item or items of the Leased Property so lost or damaged, as the GOVERNMENT may elect. In the event that the GOVERNMENT shall direct LESSEE to effect any repair, rebuilding, or replacement which it is required to effect pursuant to this paragraph, the GOVERNMENT shall direct payment to the LESSEE of so much of the proceeds of any insurance carried by LESSEE and made available to the GOVERNMENT on account of loss of or damage to any item or part of the Leased Property as may be necessary to enable LESSEE to effect such repair, rebuilding, or replacement. In the event the GOVERNMENT shall elect not to require LESSEE to repair, rebuild, or replace any item or part of the Leased Property lost or damaged, LESSEE shall promptly pay to the GOVERNMENT, out of any insurance proceeds collected by LESSEE, such portion thereof as may be allocable to loss of or damage to the Leased Property. When compliance with a GOVERNMENT request to effect any repair, rebuilding, or replacement of any lost or damaged item or part of the Leased Property would involve the incurring of costs in excess of LESSEE'S liability for such loss of damage under this Article, LESSEE shall be under no obligation to effect same until after a satisfactory agreement has been reached between the GOVERNMENT and LESSEE with regard to GOVERNMENT reimbursement of such excess costs to LESSEE.

C. REPRESENTATIONS

LESSEE has examined, knows, and accepts the condition and state of repair of the Leased Property, and acknowledges that the GOVERNMENT has made no representation concerning such condition and state of repair, nor any agreement or promise to alter, improve, adapt, repair, or keep in repair the same, or any item thereof, which has not been fully set forth in this Lease which contains all the agreements made and entered into between LESSEE and the GOVERNMENT.

D. SUBJECTION TO EXISTING AND FUTURE EASEMENTS AND RIGHTS OF WAY

This Lease is subject to all outstanding easements and rights of way for location of any type of facility over, across, in, and upon the Leased Property, or any portion thereof, and to the right of the GOVERNMENT to grant such additional easements and rights of way over, across, in, and upon the Leased Property as it shall determine to be in the public interest; Provided, that any such additional easement or right of way shall be conditioned on the assumption by the Grantee thereof of liability to LESSEE for such damages as LESSEE shall suffer for property destroyed or property rendered unusable on account of Grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights of way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, and to any Federal, State, or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Leased Property as shall be necessary for the performance of their duties with regard to such facilities.

E. TERMINATION BY GOVERNMENT

The GOVERNMENT shall have the right to terminate this Lease, in whole or in part, without prior notice in the event of non-performance by the LESSEE, a national emergency, base closure, the

installation or a major portion thereof becomes excess, in the interest of national defense, or breach by LESSEE of any of the terms and conditions of this Lease.

F. TERMINATION BY LESSEE

LESSEE shall have the right to terminate this Lease upon ninety (90) days written notice to the Commanding Officer, Engineering Field Activity Chesapeake, Code 24, 1314 Harwood St., SE, Building 212, Washington, DC 20374-5018. In the event of termination by LESSEE, any and all improvements become the property of the GOVERNMENT.

G. SURRENDER

Upon expiration of this Lease or its prior termination, LESSEE shall quietly and peacefully remove itself and its property from the Leased Property and surrender the possession thereof to the GOVERNMENT; Provided, in the event the GOVERNMENT shall terminate this Lease without prior written notice pursuant to Article F of this Part II, LESSEE shall be allowed a reasonable period of time, as determined by the Government Representative, but in no event to exceed thirty (30) days from receipt of notice of termination, in which to remove all of its property from and terminate its operations on the Leased Property. During such period prior to surrender, all obligations assumed by LESSEE under this Lease shall remain in full force and effect; Provided, however, that if the Government Representative shall, in his sole discretion, determine that such action is equitable under the circumstances, he may suspend, in whole, or in part, responsibility for Consideration as specified in Article 3 of Part I hereof, between the date of termination of the Lease and the date of final surrender of the Leased Property.

H. RESTORATION OF LEASED PROPERTY

See Addendum I, Clause 4.

I. INSTALLATIONS, ALTERATIONS, AND REMOVALS

During the term of this Lease, or any extension thereof, LESSEE shall have the right, at its own expense, to install such of its own machinery, equipment and personal property, hereinafter "items", to make such minor improvements and additions and to attach such removable fixtures in or upon the Leased Property as may be necessary for its use of the Leased Property pursuant to this Lease, and to remove same at any time, at no cost to the GOVERNMENT, prior to the expiration or termination of this Lease or any extension thereof; Provided, that in the event of termination by the GOVERNMENT without prior written notice pursuant to Article F of this Part II, LESSEE may remove such items within thirty (30) days from the receipt of notice of termination. All items not so removed shall be deemed abandoned by LESSEE, shall become the property of the GOVERNMENT and may be used or disposed of by the GOVERNMENT in any manner whatsoever without any liability to account to LESSEE therefor, but such abandonment shall in no way reduce any obligation of LESSEE for restoration under Article H of this Part II.

It is expressly agreed and understood that LESSEE will make no substantial alterations, additions, or betterments to or installations upon the Leased Property without the prior written approval of the Government Representative, and then only subject to the terms and conditions of such approval which may include an obligation of removal and restoration upon the expiration or termination of this Lease. Except insofar as said terms and conditions may expressly provide otherwise, all such alteration, additions, betterments, and installations made by LESSEE shall become the property of the GOVERNMENT when annexed to the Leased Property or any part thereof.

(4) In the event that any item or part of the Leased Property shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed by LESSEE under paragraph (1) of this Article, LESSEE shall promptly give notice thereof to the Government Representative and, to the extent of its liability as provided in paragraph (1) hereof, shall, upon demand, either compensate the GOVERNMENT for such loss or damage, or rebuild, replace, or repair the item or items of the Leased Property so lost or damaged, as the GOVERNMENT may elect. In the event that the GOVERNMENT shall direct LESSEE to effect any repair, rebuilding, or replacement which it is required to effect pursuant to this paragraph, the GOVERNMENT shall direct payment to the LESSEE of so much of the proceeds of any insurance carried by LESSEE and made available to the GOVERNMENT on account of loss of or damage to any item or part of the Leased Property as may be necessary to enable LESSEE to effect such repair, rebuilding, or replacement. In the event the GOVERNMENT shall elect not to require LESSEE to repair, rebuild, or replace any item or part of the Leased Property lost or damaged, LESSEE shall promptly pay to the GOVERNMENT, out of any insurance proceeds collected by LESSEE, such portion thereof as may be allocable to loss of or damage to the Leased Property. When compliance with a GOVERNMENT request to effect any repair, rebuilding, or replacement of any lost or damaged item or part of the Leased Property would involve the incurring of costs in excess of LESSEE'S liability for such loss of damage under this Article, LESSEE shall be under no obligation to effect same until after a satisfactory agreement has been reached between the GOVERNMENT and LESSEE with regard to GOVERNMENT reimbursement of such excess costs to LESSEE.

C. REPRESENTATIONS

LESSEE has examined, knows, and accepts the condition and state of repair of the Leased Property, and acknowledges that the GOVERNMENT has made no representation concerning such condition and state of repair, nor any agreement or promise to alter, improve, adapt, repair, or keep in repair the same, or any item thereof, which has not been fully set forth in this Lease which contains all the agreements made and entered into between LESSEE and the GOVERNMENT.

D. SUBJECTION TO EXISTING AND FUTURE EASEMENTS AND RIGHTS OF WAY

This Lease is subject to all outstanding easements and rights of way for location of any type of facility over, across, in, and upon the Leased Property, or any portion thereof, and to the right of the GOVERNMENT to grant such additional easements and rights of way over, across, in, and upon the Leased Property as it shall determine to be in the public interest; Provided, that any such additional easement or right of way shall be conditioned on the assumption by the Grantee thereof of liability to LESSEE for such damages as LESSEE shall suffer for property destroyed or property rendered unusable on account of Grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights of way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, and to any Federal, State, or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Leased Property as shall be necessary for the performance of their duties with regard to such facilities.

E. TERMINATION BY GOVERNMENT

The GOVERNMENT shall have the right to terminate this Lease, in whole or in part, without prior notice in the event of non-performance by the LESSEE, a national emergency, base closure, the

J. INDEMNIFICATION BY LESSEE-GOVERNMENT NON-LIABILITY

LESSEE covenants that it will indemnify and save and hold harmless the GOVERNMENT, its officers, agents, and employees for and from any and all liability or claims for loss of or damage to any property owned by or in the custody of LESSEE, its officers, agents, servants, employees, subtenants, licensees, or invitees, or for the death of or injury to any of the same which may arise out of or be attributable to the condition, state of repair, or LESSEE'S use and occupancy of the Leased Property, or the furnishing of any utilities or services, or any interruption therein or failure thereof, whether or not the same shall be occasioned by the negligence or lack of diligence of LESSEE, its officer, agents, servants, or employees.

K. UTILITIES AND SERVICES

Utilities will be at the sole expense and responsibility of the LESSEE. Utilities include, but are not limited to, electric, water, gas, steam, sewer, telephone, and trash removal. In the event the GOVERNMENT shall furnish LESSEE with any utilities and services maintained by the GOVERNMENT which LESSEE may require in connection with its use of the Leased Property, LESSEE shall pay the GOVERNMENT the charges therefor, as well as any administrative or overhead costs the GOVERNMENT may experience in connection with providing such service to LESSEE. Such charges and the method of payment thereof shall be determined by the appropriate supplier of such service, in accordance with applicable laws and regulations, on such basis as the appropriate supplier of such service may establish, which may include a requirement for the installation of adequate connecting and metering equipment at the sole cost and expense of LESSEE. If metering devices are impracticable or not available, the GOVERNMENT may use engineering estimates to determine the volume of utilities used by the LESSEE. It is expressly agreed and understood that the GOVERNMENT in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to LESSEE.

L. LIENS

LESSEE shall promptly discharge or cause to be discharged any valid lien, right *in rem*, claim, or demand of any kind, except one in favor of the GOVERNMENT, which at any time may arise or exist with respect to the Leased Property or materials or equipment furnished therefor, or any part thereof, and if the same shall not be promptly discharged by LESSEE, the GOVERNMENT may discharge, or cause to be discharged, the same at the expense of LESSEE.

M. ACCESS

The GOVERNMENT shall have access to the Leased Property at all reasonable times for any purposes not inconsistent with the quiet use and enjoyment thereof by LESSEE, including, but not limited to, the purpose of inspection.

N. STATE AND LOCAL TAXES

In the event that as a result of any future Act of Congress, subjecting GOVERNMENT-owned property to taxation, any taxes, assessments or similar charges imposed by State or local authorities upon the Leased Property (other than upon LESSEE'S possessory interest therein), shall be paid by LESSEE.

O. DISPUTES FAR 52.233-1 (OCT 1995)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim-

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using-

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative dispute resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective

J. INDEMNIFICATION BY LESSEE-GOVERNMENT NON-LIABILITY

LESSEE covenants that it will indemnify and save and hold harmless the GOVERNMENT, its officers, agents, and employees for and from any and all liability or claims for loss of or damage to any property owned by or in the custody of LESSEE, its officers, agents, servants, employees, subtenants, licensees, or invitees, or for the death of or injury to any of the same which may arise out of or be attributable to the condition, state of repair, or LESSEE'S use and occupancy of the Leased Property, or the furnishing of any utilities or services, or any interruption therein or failure thereof, whether or not the same shall be occasioned by the negligence or lack of diligence of LESSEE, its officer, agents, servants, or employees.

K. UTILITIES AND SERVICES

Utilities will be at the sole expense and responsibility of the LESSEE. Utilities include, but are not limited to, electric, water, gas, steam, sewer, telephone, and trash removal. In the event the GOVERNMENT shall furnish LESSEE with any utilities and services maintained by the GOVERNMENT which LESSEE may require in connection with its use of the Leased Property, LESSEE shall pay the GOVERNMENT the charges therefor, as well as any administrative or overhead costs the GOVERNMENT may experience in connection with providing such service to LESSEE. Such charges and the method of payment thereof shall be determined by the appropriate supplier of such service, in accordance with applicable laws and regulations, on such basis as the appropriate supplier of such service may establish, which may include a requirement for the installation of adequate connecting and metering equipment at the sole cost and expense of LESSEE. If metering devices are impracticable or not available, the GOVERNMENT may use engineering estimates to determine the volume of utilities used by the LESSEE. It is expressly agreed and understood that the GOVERNMENT in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to LESSEE.

L. LIENS

LESSEE shall promptly discharge or cause to be discharged any valid lien, right *in rem*, claim, or demand of any kind, except one in favor of the GOVERNMENT, which at any time may arise or exist with respect to the Leased Property or materials or equipment furnished therefor, or any part thereof, and if the same shall not be promptly discharged by LESSEE, the GOVERNMENT may discharge, or cause to be discharged, the same at the expense of LESSEE.

M. ACCESS

The GOVERNMENT shall have access to the Leased Property at all reasonable times for any purposes not inconsistent with the quiet use and enjoyment thereof by LESSEE, including, but not limited to, the purpose of inspection.

N. STATE AND LOCAL TAXES

In the event that as a result of any future Act of Congress, subjecting GOVERNMENT-owned property to taxation, any taxes, assessments or similar charges imposed by State or local authorities upon the Leased Property (other than upon LESSEE'S possessory interest therein), shall be paid by LESSEE.

certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

P. COVENANT AGAINST CONTINGENT FEES FAR 52.203-5 (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposed to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona Fide employee", as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent Fee", as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence", as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

Q. OFFICIALS NOT TO BENEFIT

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Lease, or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

R. FAILURE OF GOVERNMENT TO INSIST ON COMPLIANCE

The failure of the GOVERNMENT to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or relinquishment of the GOVERNMENT'S right to the future performance of any such terms, covenants, or conditions and LESSEE'S obligations in respect to such future performance shall continue in full force and effect.

S. ASSIGNMENT OR SUBLETTING

LESSEE shall not transfer or assign this Lease or any interest therein nor sublet or otherwise make available to any third party or parties any portion of the Leased Property or rights therein without the prior written consent of the GOVERNMENT. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of LESSEE hereunder, but no assignment shall relieve the assignor of any of LESSEE'S obligations hereunder except for an extension of

the lease term beginning after such assignment, and then only if the GOVERNMENT shall have consented thereto.

T. EQUAL OPPORTUNITY FAR 52.222-26 (APR 1984)

(1) Equal Opportunity

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows-

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to-

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(

certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

P. COVENANT AGAINST CONTINGENT FEES FAR 52.203-5 (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposed to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona Fide employee", as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent Fee", as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence", as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

Q. OFFICIALS NOT TO BENEFIT

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Lease, or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

R. FAILURE OF GOVERNMENT TO INSIST ON COMPLIANCE

The failure of the GOVERNMENT to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or relinquishment of the GOVERNMENT'S right to the future performance of any such terms, covenants, or conditions and LESSEE'S obligations in respect to such future performance shall continue in full force and effect.

S. ASSIGNMENT OR SUBLETTING

LESSEE shall not transfer or assign this Lease or any interest therein nor sublet or otherwise make available to any third party or parties any portion of the Leased Property or rights therein without the prior written consent of the GOVERNMENT. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of LESSEE hereunder, but no assignment shall relieve the assignor of any of LESSEE'S obligations hereunder except for an extension of

1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; Provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

U. GOVERNMENT RULES AND REGULATIONS

LESSEE shall comply with such rules and regulations regarding station security, ingress, egress, safety, and sanitation as may be prescribed, from time to time, by the Government Representative or by the Commanding Officer of the Station.

V. NOTICES

No notice, order, direction, determination, requirement, consent, or approval under this Lease shall be of any effect unless in writing. All notices required under this Lease shall be addressed to LESSEE, or to the Government Representative, as may be appropriate, at the addresses thereof specified in this Lease or at such other addresses as may from time to time be agreed upon by the parties hereto.

W. ADMINISTRATION

The Government Representative specified in Article GG. of this Part II shall, under the direction of the Commander, Naval Facilities Engineering Command, have complete charge of the administration of this Lease, and shall exercise full supervision and general direction thereof insofar as the interests of the GOVERNMENT are affected.

X. PAYMENTS

All payments to the GOVERNMENT required under this lease shall be made by check or postal money order made payable to the U. S. Treasury and delivered to the Government Representative.

Y. POSSESSORY INTEREST TAX

Where applicable, the leasehold interest in GOVERNMENT-owned land may be subject to state and local taxation as a possessory interest in tax exempt real property. The amount of assessment charged the LESSEE is determined by the County Assessor. Such taxes are the sole responsibility and liability of LESSEE.

Z. DAMAGE TO GOVERNMENT PROPERTY

In the event of damage, including damage by contamination, to any GOVERNMENT property by the LESSEE, his officers, agents, servants, employees, subtenants, licensees, or invitees, the LESSEE, at the election of the GOVERNMENT, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the GOVERNMENT.

Prior to the execution of the Lease, the LESSEE shall provide evidence of compliance with all local, state, and federal environmental laws and regulations. In the event that the LESSEE will process,

dispose, generate, or handle any contaminants, hazardous wastes, or hazardous substances, the LESSEE shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs. The amount shall be determined by the Contracting Officer.

AA. GRATUITIES FAR 52.203-3 (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, Its agent, or another representative-

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled-

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

BB. COMPLIANCE WITH APPLICABLE LAW GSAR 552.270-15 (AUG 1992)

LESSEE shall comply with all Federal, state, and local laws applicable to the LESSEE, including, without limitation, laws applicable to the construction, ownership, alteration, or operation of both or either thereof, and will obtain all necessary permits, licenses, and similar items at LESSEE'S expense. The LESSEE will comply with all Federal, state, and local laws applicable to and enforceable against it as a tenant under this Lease. This Lease shall be governed by Federal law.

CC. NO WAIVER GSAR 552.270-37 (AUG 1992)

No failure by either party to insist upon the strict performance of any provision of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Consideration by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

DD. SERVICE OF PROTEST FAR 52.233-2 (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Engineering Field Activity Chesapeake, Code 24, 1314 Harwood St., SE, Building 212, Washington, DC 20374-5018.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; Provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

U. GOVERNMENT RULES AND REGULATIONS

LESSEE shall comply with such rules and regulations regarding station security, ingress, egress, safety, and sanitation as may be prescribed, from time to time, by the Government Representative or by the Commanding Officer of the Station.

V. NOTICES

No notice, order, direction, determination, requirement, consent, or approval under this Lease shall be of any effect unless in writing. All notices required under this Lease shall be addressed to LESSEE, or to the Government Representative, as may be appropriate, at the addresses thereof specified in this Lease or at such other addresses as may from time to time be agreed upon by the parties hereto.

W. ADMINISTRATION

The Government Representative specified in Article GG. of this Part II shall, under the direction of the Commander, Naval Facilities Engineering Command, have complete charge of the administration of this Lease, and shall exercise full supervision and general direction thereof insofar as the interests of the GOVERNMENT are affected.

X. PAYMENTS

All payments to the GOVERNMENT required under this lease shall be made by check or postal money order made payable to the U. S. Treasury and delivered to the Government Representative.

Y. POSSESSORY INTEREST TAX

Where applicable, the leasehold interest in GOVERNMENT-owned land may be subject to state and local taxation as a possessory interest in tax exempt real property. The amount of assessment charged the LESSEE is determined by the County Assessor. Such taxes are the sole responsibility and liability of LESSEE.

Z. DAMAGE TO GOVERNMENT PROPERTY

In the event of damage, including damage by contamination, to any GOVERNMENT property by the LESSEE, his officers, agents, servants, employees, subtenants, licensees, or invitees, the LESSEE, at the election of the GOVERNMENT, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the GOVERNMENT.

Prior to the execution of the Lease, the LESSEE shall provide evidence of compliance with all local, state, and federal environmental laws and regulations. In the event that the LESSEE will process,

EE. PROHIBITED CONDUCT GSAR 552.203-71 (SEP 1990)

(a) Prohibited Conduct: The Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), provides that during the conduct of any Federal agency procurement of property or services, no competing contractor or officer, employee, representative, agent, or consultant of any competing contractor shall knowingly-

(1) Make, directly or indirectly, any offer or promise of future employment or business opportunity to, or engage, directly or indirectly, in any discussion of future employment or business opportunity with any procurement official of the agency, except as provided in FAR 3.1-4-6(b);

(2) Offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any procurement official of the agency; or

(3) Solicit or obtain, directly or indirectly, from any officer or employee of the agency, prior to the award of the contract any proprietary or source selection information regarding the procurement.

(b) Penalties: Civil penalties for violation of these prohibitions are up to \$100,000 for an individual or \$1,000,000 for an offeror or prospective offeror other than an individual. Criminal penalties are up to 5 years imprisonment and/or a fine in accordance with Title 18, United States Code.

FF. LICENSES AND PERMITS

LESSEE shall at its own cost and expense, obtain, comply with, and maintain any and all necessary licenses, consents, and permits to enable LESSEE to occupy and use the Leased Property for the purposes specified herein. Upon the GOVERNMENT'S request, LESSEE shall provide copies of such to the GOVERNMENT. The GOVERNMENT shall not be a co-permittee on any permits obtained by LESSEE.

GG. ADMINISTRATION

The Government Representative for this Lease shall be the Real Estate Contracting Officer, Engineering Field Activity Chesapeake, or his/her designated representative. The Government Representative shall have complete charge of the administration of this Lease, and shall exercise full supervision and general direction thereof insofar as the interests of the GOVERNMENT are affected.

ADDENDUM NO. 1
LEASE NO. N62477-02-RP-0062
LO-0019

1. CONSIDERATION: In lieu of monetary consideration, pursuant to 10 U.S.C. § 2667(b)(4), the LESSEE shall maintain, protect, repair, and restore the leased premises.

2. DAMAGE TO GOVERNMENT PROPERTY: In the event of damage, including damage by contamination, to any GOVERNMENT property by the LESSEE, his officers, agents, servants, employees, subtenants, licensees, or invitees, the LESSEE, at the election of the GOVERNMENT, shall promptly repair, replace, take appropriate response or corrective action, or make monetary compensation for the repair or replacement of such property to the satisfaction of the GOVERNMENT.

3. LESSEE is prohibited under this Lease to store, use, treat or dispose of petroleum products or any other products on the demised premises as expressed in 10 U.S.C. Section 2692, which is incorporated by reference and made part hereof.

4. RESTORATION: In the event of (1) installation inactivation, closing, or other disposal action, (b) liquidation of Support Terminal's pipeline operation, or (c) termination or expiration of this lease, at the option of the GOVERNMENT, all structures, other improvements and other items erected upon or placed upon the leased premises shall be conveyed, at no cost, to the GOVERNMENT or removed and the leased premises shall be restored by the LESSEE to its original condition to the satisfaction of the Commanding officer, Engineering Field Activity Chesapeake.

5. ADDITIONAL IMPROVEMENTS: The LESSEE shall not make any additional improvements or erect any additional facilities without the express prior written approval of the Commanding Officer, Engineering Field Activity Chesapeake. Plans and specifications shall also comply with all applicable local, Federal, or State laws, rules or regulations.

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(1) Make, directly or indirectly, any offer or promise of future employment or business opportunity to, or engage, directly or indirectly, in any discussion of future employment or business opportunity with any procurement official of the agency, except as provided in FAR 3.1-4-6(b);

(2) Offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any procurement official of the agency; or

(3) Solicit or obtain, directly or indirectly, from any officer or employee of the agency, prior to the award of the contract any proprietary or source selection information regarding the procurement.

(b) Penalties: Civil penalties for violation of these prohibitions are up to \$100,000 for an individual or \$1,000,000 for an offeror or prospective offeror other than an individual. Criminal penalties are up to 5 years imprisonment and/or a fine in accordance with Title 18, United States Code.

FF. LICENSES AND PERMITS

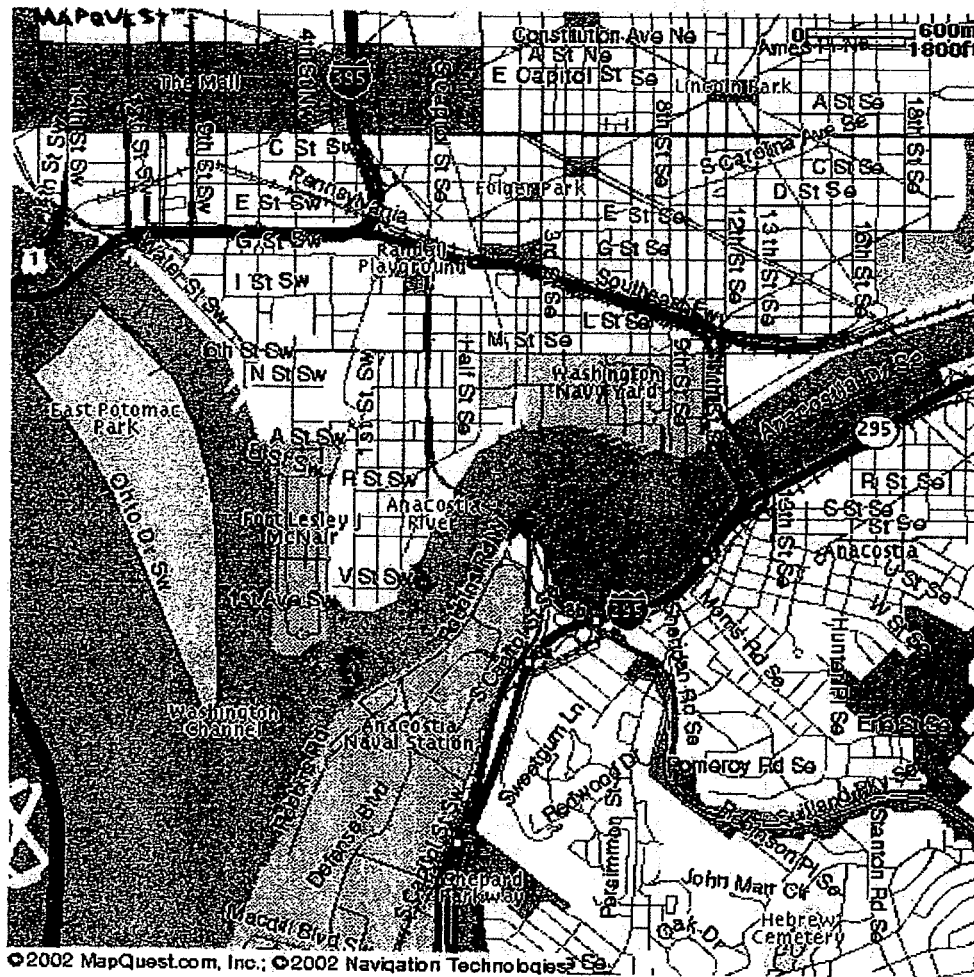
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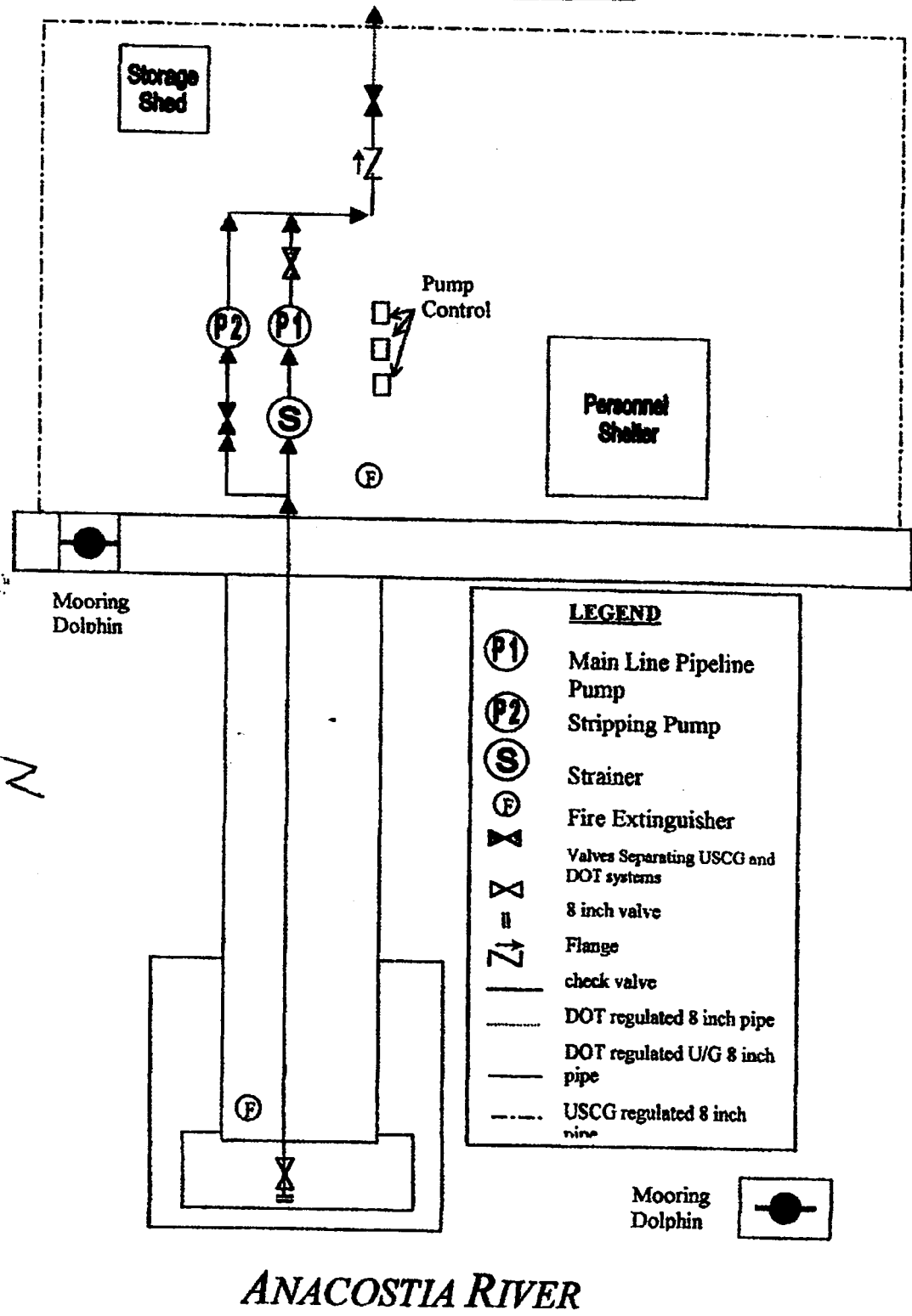
GG. ADMINISTRATION

The Government Representative for this Lease shall be the Real Estate Contracting Officer, Engineering Field Activity Chesapeake, or his/her designated representative. The Government Representative shall have complete charge of the administration of this Lease, and shall exercise full supervision and general direction thereof insofar as the interests of the GOVERNMENT are affected.

EXHIBIT

A





EXHIBIT

A

